

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 5 PAGES
2. AMENDMENT/MODIFICATION NO. A014	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. NOPR		5. PROJECT NO. (If applicable)	
6. ISSUED BY U.S. Department of Energy Idaho Operations Office Procurement Services Division 850 Energy Drive Idaho Falls, ID 83401-1563		CODE		7. ADMINISTERED BY (If other than Item 6) Janet K. Surrusco Tel: (208) 526-5477 Fax: (208) 526-5548 E-mail: surrusik@id.doe.gov	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code) BNFL, Inc. 10306 Eaton Place, Suite 450 Fairfax, VA 22030				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC07-97ID13481	
				10B. DATED (SEE ITEM 13) December 20, 1996	
CODE	FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
89X0249.91 EW03D1020 252 ADS97PVT2 ID XID=08796936
89X0242.91 EW02D1240 410 ADSIDWM105 ID XID=08796939

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS;
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority): THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority): FAR 43.103(a)(3), "Mutual Agreement"
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>3</u> copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

The purpose of this Modification A014 is to obligate funds and to make administrative changes as indicated on pages 2 through 5.

Except as provided herein, all terms and conditions of the document referenced in Items 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) FREDERICK P. HUGHES, GENERAL MGR		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Michael L. Adams Contracting Officer	
15B. CONTRACTOR/OFFEROR BY <u>Frederick P. Hughes</u> (Signature of person authorized to sign)	15C. DATE SIGNED 1/10/02	16B. UNITED STATES OF AMERICA BY <u>Michael L. Adams</u> (Signature of Contracting Officer)	16C. DATE SIGNED 1/15/02

The purpose of this Modification A014 is to obligate funds in the amounts of \$52,000,000 for Phase II and \$71,739 for the JP-8 Temporary Power Alternative Request for Equitable Adjustment and to make administrative changes to the contract as indicated below. Total funds obligated to date are \$429,865,237.

1. Page B-1, in the text under clause B.1 SERVICES BEING ACQUIRED (OCT 1992), add the words "waste processing (as defined in Section J, Appendix B)" as follows:

"The Contractor shall, in accordance with the terms of this Contract, furnish all personnel, facilities, equipment, materials, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to providing waste processing (as defined in Section J, Appendix B) services under the Advanced Mixed Waste Treatment Project at the Idaho National Engineering and Environmental Laboratory (INEEL), located near Idaho Falls, Idaho."

2. Page B-3, clause B.3 PRICE SCHEDULE, **Option 1 – Phases II and III**, Phase III – Treatment Options, second paragraph, first sentence, add the words "Sections H and I of this Contract including" as follows:

"If the contract is terminated for convenience of the Government the termination shall be negotiated in accordance with Sections H and I of this Contract including the clause FAR 52.249-2 Termination for Convenience of the Government (FIXED-PRICE) (SEP 1996) contained in Section I to this Contract."

3. Page B-4, clause B.3 Price Schedule, **Option 2 - Other INEEL and Non-INEEL DOE Waste**, first paragraph, sixth sentence, add the words "any required" as follows:

"The Contractor shall be responsible for the receipt, verification of characterization, any required treatment, storage and loading for transportation of the optional wastes."

4. Page B-7, clause B.7 FUNDING OBLIGATIONS, paragraph (a), change the annual update of the cost/payment schedule to December 1 by changing the second sentence as follows:

"The Contractor shall provide an annual update of the cost/payment schedule no later than December 1 of each year included in Section J, Appendix F of the contract, which will be used as the basis for the Department of Energy's budget and appropriation requests to Congress."

5. Page B-8, clause B.7 FUNDING OBLIGATIONS, paragraph (c), delete the last sentence.

6. To reflect changes in the requirements governing disposal of TRU waste to the WIPP, make the following changes to Section C of the contract:

- a. Page C-3, clause C.2 DESCRIPTION OF SERVICES, and Page C-6, clause C.5 CHARACTERIZATION, replace "WIPP WAC, Rev. 5" with "WIPP WAC, Rev. 7 and other WIPP-related documents."

- b. Page C-7, clause C.7 TREATMENT SERVICES/PRODUCT WASTE FORM, second paragraph, replace the third and fourth sentences with the following:

"All treated waste shall be segregated by the Contractor into waste greater than 100 nCi/g and waste less than or equal to 100 nCi/g. Treated waste greater than 100 nCi/g shall meet minimum requirements of WIPP WAC, Rev. 7, and other WIPP-related documents, and RCRA LDR and TSCA requirements in effect as of 8/1/96."

- c. Page C-8, clause C.8 PACKAGING AND TRANSPORTATION, third paragraph, replace the penultimate sentence with "These specifications are identified in WIPP WAC, Rev. 7."
- d. Page C-10, replace the text under clause C.12 QUALITY with the following:

"The Contractor shall establish, and integrate into all operations, a quality program that meets all applicable Federal, state, and local requirements including, but not limited to, 10 CFR 830.120, the WIPP Hazardous Waste Facility Permit, and the Carlsbad Area Office (CAO) Quality Assurance Program Document, CAO-94-1012, Rev. 3, November 1999, as applicable."

- 7. Page H-6, clause H.12 INSURANCE AND BONDS, in paragraph (a), after the second sentence, add the following sentence:

"The parties agree this contract is not subject to the Miller Act."

- 8. Page H-10, clause H.18 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK, paragraph a., at the beginning of the first sentence, add the words "Subject to clause H.27 Pre-existing Conditions,".

- 9. Page H-10, clause H.18 SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK, paragraph b., add the word "site" as follows:

"The Contractor has a continuing duty to notify the Government of any site conditions or site areas of actual or potential noncompliance with the terms or conditions of this contract or of any law or regulation which it believes could give rise to any civil or criminal liability, and the Contractor has the responsibility to take corrective action, as directed by the Contracting Officer or as required elsewhere in this contract."

- 10. Page H-11, in the text under clause H.19 TRANSFER OF ENVIRONMENTAL PERMITS, add the words "or omissions" and separate the paragraph into two sentences as follows:

"In the event of termination or expiration of this contract, DOE may require the Contractor to transfer some or all environmental permits executed or held by the Contractor, its agents, subcontractors, or assigns. DOE will assume responsibility for such permits, with approval by the regulating agency, and the Contractor shall be relieved of future liability and responsibility to the extent such liability and responsibility arises from acts or omissions that occur subsequent to the permit transfer, or results from the acts or omissions of a successor Contractor, DOE, or their agents, contractors, or assigns."

- 11. Page H-12, clause H.21 APPORTIONMENT OF LIABILITY, paragraph a., subparagraph 5., add the word "applicable" as follows:

"Liabilities attributed to the Contractor's failure to comply with any applicable statutory, common law, or regulatory requirement, or schedule ("requirements"), including without limitation requirements pertaining to the Advanced Mixed Waste Treatment Project imposed on the Department of Energy in the (a) INEEL Site Treatment Plan and related Consent Order; and (b) the Settlement Agreement and Consent Order issued in Public Service Co. of Colorado v. Batt, No. CV-91-0035-S-EJL (D. ID) and United States v. Batt, CV-91-0054-S-EJL (D. ID); (c) the existing RCRA permit for the RWMC; and (d) the existing INEEL site air permit, except to the extent the proximate cause of such liabilities is an act or failure to act of a third party, the Government, the INEEL site M&O contractor(s), or their subcontractors, agents, or assigns; PROVIDED HOWEVER, the Contractor's liability under this subparagraph (a)(5) shall not exceed 10% of the total price for the performance of all phases of the work under the contract, completed or executory, including the price for treatment of optional quantities of waste identified in Clause B.3 of the contract to the extent such options have been exercised by the Government;"

12. Page H-13, clause H.22 SINKING FUND, paragraph a. change the third sentence to add the words "for the first 65,000 m³ processed during" as follows:

"The Contractor shall pay an amount of \$182/m³ for the first 65,000 m³ processed during Phase III into the sinking fund on a quarterly basis."

13. Page H-15, clause H.25 OPTION TO TAKE TITLE TO TREATMENT FACILITY, change the last sentence to clarify the FAR clause reference as follows:

"In the event this option is exercised as a result of a termination of this contract for the convenience of the Government, the Contractor shall additionally be entitled to recover such amounts authorized by FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED PRICE) (SEP 1996)."

14. Page H-19, clause H.28 NOTICE OF LITIGATION OR ADMINISTRATIVE CLAIMS, paragraph a., in the penultimate sentence, remove the words "the Contractor and the Government" and add the words "of either party, the other party" as follows:

"Upon request of either party, the other party shall furnish copies of the claim, and shall authorize its representatives to collaborate with counsel for the other in settling or defending the claim."

15. Page H-21, clause H.38 FAILURE TO MEET VOLUME REDUCTION REQUIREMENT, fourth sentence, change the word "may" to "shall" and add the sentence "Such reimbursement shall be done on a pro-rated basis if improvement is still less than full achievement of the 65% volume reduction requirement." as follows:

"Amounts withheld from contract unit prices in accordance with this clause shall be reimbursed to the Contractor to the degree that subsequent year-end calculations (computed on a contract start to date basis) show improvement or full achievement of the 65% volume reduction requirement. Such reimbursement shall be done on a pro-rated basis if improvement is still less than full achievement of the 65% volume reduction requirement."

16. Page J-B-2, SECTION J, APPENDIX B - DEFINITIONS, add the following definition after the definition for "Process Generated Hazardous Waste:"

"Processing/Treatment: Waste handling, packaging, and treatment, to the extent required by the contract, by the Contractor prior to delivery to the Government for shipment."

17. Change the title of Section J, Appendix F to "Cost/Payment Schedule."